

# ***EXHIBIT C***

**McGivney & Kluger, P.C.**

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Attorneys for Petitioner, Rockaway Jet Ski, LLC

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

IN THE MATTER OF:

In the Complaint of ROCKAWAY JET SKI,  
LLC as Owner of Two 2013 Yamaha Model  
VX1100A-M Personal Watercrafts, Bearing  
Hull ID Numbers: US-Yama3184L213 and  
US-Yama3885D313 For Exoneration From or  
Limitation of Liability,

Petitioner.

Case No.

Civil Action in ADMIRALTY

***AD INTERIM SECURITY***

**WHEREAS**, Petitioner ROCKAWAY JET SKI, LLC (hereinafter "Petitioner") as owner of two 2013 Yamaha Model VX1100A-M personal watercrafts, bearing hull ID numbers: US-Yama3184L213 (hereinafter "VESSEL 1") and US-Yama3885D313 (hereinafter "VESSEL 2") (collectively "the VESSELS"), is instituting a proceeding in this Court for Exoneration from or Limitation of Liability in respect to an incident alleged to occur on or about June 23, 2013 in the navigable waters near Rockaway Beach, New York; and

**WHEREAS**, the VESSELS were located upon navigable waters of Queens County, New York, when an accident allegedly occurred resulting in personal injury, as more fully set forth in the Verified Complaint; and

**WHEREAS**, Petitioner wishes to provide this Ad Interim Security in the amount of the value of the VESSELS as security for any and all claims arising from the accident pursuant to Admiralty and Maritime Rules; and

**WHEREAS**, the value of Petitioner's interest in the VESSELS described above is \$14,000.00 dollars;

**NOW THEREFORE**, in consideration of the above, ROCKAWAY JET SKI, LLC undertakes the sum of \$14,000.00 with interest thereon at the rate of 6% per annum from the date hereof. If this Ad Interim Security is contested by motion, then within thirty (30) days after entry of an Order confirming the report of an independent marine surveyor appointed by the Court to appraise the value of the Vessel, ROCKAWAY JET SKI, LLC will file in this proceeding a revised Ad Interim Security conforming to such appraised value, and in the interim, this Ad Interim Security shall stand as security for all Claims filed in said limitation proceeding.

**FURTHERMORE**, solely for the limited purposes of any suit based upon this Ad Interim Security, ROCKAWAY JET SKI, LLC submits itself to the jurisdiction of this Court and designates McGIVNEY & KLUGER, P.C. as its agents for service of process, and ROCKAWAY JET SKI, LLC agrees to pay the amount awarded by the final decree rendered by this Court, or an Appellate Court if an appeal intervenes, up to the principal amount of the security, with interest as aforesaid;

**FURTHERMORE**, this Ad Interim Security shall be binding only on ROCKAWAY JET SKI, LLC

Dated: 3/25/14

ROCKAWAY JET SKI, LLC

By:   
Glenn DiResto

STATE OF New York  
COUNTY OF Queens ) SS:

The foregoing instrument was acknowledged before me by GLENN DiRESTO, who is personally known to me or who has produced Driver License as identification and did/did not take an oath.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 25 day of March, 20014. 2014

Notary Public [Signature]

My Commission Expires: 8/5/2007

Commission Number: 01EL6287209

